

**License Agreement
for the 2019 Oconee County Parks and Recreation Department's Oconee 4th of July
Fireworks Event**

**Between
Oconee County, Georgia
and
Epps Bridge Centre Property Company, LLC,
Epps Bridge Centre, LLC
Epps Bridge Centre II, LLC, and
Epps Bridge Centre III, LLC**

THIS LICENSE AGREEMENT ("License Agreement") is entered into on the date of the last signatory noted below (the "Effective Date"), between Oconee County, a political subdivision of the State of Georgia (hereinafter "County") and Epps Bridge Centre Property Company, LLC, a Delaware limited liability company, Epps Bridge Centre, LLC, a Missouri limited liability company, Epps Bridge Centre II, LLC a Missouri limited liability company, and Epps Bridge Centre III, LLC, a Missouri limited liability company (hereinafter, collectively the "Property Owners") for the 2019 Oconee County Parks and Recreation Department's Oconee 4th of July Fireworks Event. County and Property Owners are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the County desires to host a community fireworks display and event on July 4, 2019 (hereinafter "Event");

WHEREAS, Property Owners own property within the fall zone of the fireworks display or within the footprint of the Event, located at 1791, 1785, 1787, 1789, 1795, 1797, 2001, 2020, 2030, 2035, 2045 and 2050 Oconee Connector, Athens, Georgia 30606; 5550, 5770 and 6000 Parkway Boulevard, Athens, Georgia 30606 (hereinafter the "Property" or "Properties"); and

WHEREAS, the County is contracting for the services of Pyrotecnico Fireworks, Inc. (the "Fireworks Vendor") to provide the fireworks display for the Event (the "Fireworks Contract").

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. **Purpose.** The purpose of this License Agreement is to allow the County to host the Event on the Properties in accordance with the terms and provisions of this License Agreement and to further delineate the responsibilities of the Parties with regard to the Event. County shall use the Properties for the purpose of hosting the Event, and for no other purpose.
2. **Properties.** Property Owners hereby grant, at no cost to County, a non-exclusive license to use the "Common Areas" of the Properties for the Event. "Common Areas" shall include, but not limited to, any existing parking facilities, sidewalks, ramps, stairs, and other public areas designated by Property Owners for the Event as shown on the Event Maps identified below. Said license shall not include any buildings, space or premises leased to any tenants and occupants of the Properties (whether or not under construction or open for business).
3. **Event Maps.** The Event shall be organized and limited to the areas identified on the Event Maps attached hereto as Exhibit A and by this reference made a part hereof.

4. **Relationship of the Parties.** The Parties hereby agree, stipulate and recognize that in the entering of this Agreement, the Parties are not in any way partners, co-partners, or in any way jointly interested in any mutual enterprise, but are to each other licensor and licensee respectively, and occupy that status only.

5. **Responsibilities of the Parties.**

- a. **County's Rights and Responsibilities.** County shall, as County's sole cost and expense:
- i. Provide portable toilets, trash cans and trash removal at the locations set forth in the special event permit and as shown on Exhibit A.
 - ii. Be permitted to set up the Event on the Properties beginning on July 3, 2019, to allow County adequate time to place portable toilets, trash cans, barricades, temporary fencing, and or other supplies or equipment needed for the Event.
 - iii. Complete County's clean-up and repair of any and all damage to the Properties, including landscaping, by the close of business on July 5, 2019, unless otherwise extended by agreement of the Parties.
 - iv. Be permitted to include Property Owners' name and marks, including the location of the Event, in the advertising of the Event, subject to Property Owner's prior approval, which approval shall not be unreasonably withheld.
 - v. Obtain, at County's sole expense, all necessary permits for the Event, including the special event permit.
 - vi. County shall reimburse Property Owners for the actual cost of the Special Event Insurance Policy in the amount of \$5,314.40.
 - vii. Assume the risk of weather which may prevent the Event from being held on the scheduled date. If the Event is cancelled due to inclement weather, the parties shall attempt to agree on a new Event date, tentative as July 5, 2019, or in the alternative, agree that the Event will not be rescheduled.
- b. **Property Owners' Rights and Responsibilities.** Property Owners shall:
- i. Permit County to conduct the Event at the location set forth on Exhibit A.
 - ii. Allow County to bring in a tent, display materials, and approved vendors as designated in Exhibit A.
 - iii. Allow County access to the Properties beginning on July 3, 2019, to set up for the Event.
 - iv. Should Property Owner' choose to hold an event at the same time as the County's Event, Property Owner', at Property Owners' sole expense, shall be responsible for obtaining all necessary permits for Property Owners' event.
 - v. Have grass at launch site cut prior to the event.
 - vi. Have its contractor clean and sweep the parking lots prior to tenants opening for business on the morning after the Event (County hereby agreeing to pay any additional expense charged to Property Owners by its cleaning contractor).
- c. **Event Permit Requirements.** County shall comply with all requirements set forth in the special event permit.
- d. **Fireworks Vendor.** County agrees that the Fireworks Contract shall include, at a minimum, the following provisions:
- i. Fireworks Vendor shall provide a properly trained and licensed pyrotechnic operator to take charge of and, along with sufficient qualified helpers (properly trained and licensed if required), safely discharge the fireworks for the Event.
 - ii. Fireworks Vendor shall secure all applicable permits, licenses and governmental authorizations as required by federal, state and local statutes, ordinances or regulations for a fireworks display.

6. **Term.** This License Agreement will commence on the Effective Date and shall terminate on July 30, 2019 (“Term”).
7. **Termination.** Should County be in default of any provision of this License Agreement, Property Owners may immediately terminate this License Agreement. If Property Owners shall elect to so terminate, this License Agreement shall terminate immediately upon County’s receipt of notice from Property Owners.
8. **Access.** The use and occupation by the County of the Common Areas of the Properties shall be in common with others entitled thereto. The Properties shall at all times be subject to the exclusive control and management of Property Owners. The County shall not use the Properties in any manner that would block any of the drives, curb cuts and parking areas on the Properties, or in any manner that would prevent or affect the ingress and egress of any tenant within the Properties or their customers, employees and invitees or otherwise materially affect the visibility and/or access of other tenants, occupants or invitees of the Properties or any part thereof except as set forth in the Event Maps.
9. **Clean up.** County shall not injure or mar, or in any manner damage or deface the Properties or any part thereof, including landscaping. During the Event, the County shall keep the Properties and landscaping orderly, neat, clean, and free from rubbish and trash at all times and permit no refuse to accumulate on or around the exterior of the Properties. During the Event, the Trash shall be stored in a sanitary and inoffensive manner, and the County shall cause the same to be removed at reasonable intervals. By the close of business on July 5, 2019, unless otherwise extended by agreement of the Parties, County covenants and agrees that it will clean-up and repair any and all damage to the Properties, including landscaping. All parties agree that should any landscaping repairs be required, the work will be performed by the existing landscape maintenance company, SKB Industries, Inc., at County’s sole cost and expense.
10. **Safety.** At all times during the Event, County shall provide, at County’s sole cost and expense, all security in connection with the Event, including reasonably sufficient law enforcement and fire department personnel to be onsite to reasonably maintain a safe environment for all invitees during the Event. County covenants and agrees that no alcohol will be sold, given away or distributed by the County or any of the County’s vendors at the Event.
11. **Insurance.** At all times during the Term of this License Agreement, County shall carry at County’s own expense, commercial General Liability (comparable to Comprehensive General Liability Insurance) against all claims or suits with the following minimum limit of liability:

\$2,000,000.00 combined single limit for bodily injury and property damage, per occurrence and aggregate.

In addition to the above coverage, County shall provide for Workers’ Compensation coverage at statutory limits and Employers’ liability coverage with a minimum limit of \$1,000,000.00 per occurrence and aggregate. The County’s Certificate of Insurance is contained in Exhibit B.

County shall cause the Fireworks Vendor to carry during the Term of this License Agreement, and at the Fireworks Vendor’s sole cost and expense, a policy of commercial general liability insurance with respect to the Properties and the activities of the Fireworks Vendor and its agents, employees and contractors in and upon the Properties in which the limits of coverage shall not be less than \$1,000,000 per occurrence, \$2,000,000.00 aggregate, for bodily and/or personal injuries and an umbrella or excess liability policy(s) totaling \$9,000,000 excess liability.

It is expressly understood by the parties to this Contract that it is the intent of the Parties that any insurance obtained by the Property Owners is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Fireworks Vendor, any Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the Firework Vendor's General Liability, Automobile and Workers Compensation policies in favor of the Property Owners, and this clause shall apply to the Property Owners' officers, agents and employees, with respect to the Event during the policy term.

Prior to commencement of the event, Fireworks Vendor shall submit a Certificate of Insurance in favor of the Property Owners and an Additional Insured Endorsement (in a form acceptable to the Owner's) as required hereunder and adding the Property Owners and TKG Management, Inc. as an Additional Insured with respects to the General Liability, Auto Liability and Umbrella/Excess Liability insurance policies.

All insurance policies shall be carried with companies licensed to do business in the State of Georgia and shall be non-cancelable and non-amendable except upon written notice to Property Owners.

12. **No Assignment.** This License Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this License Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
13. **Notices.** Any notice, demand, request, or communication required or authorized by this License Agreement shall be delivered in writing, either by hand, overnight courier (e.g. Federal Express), or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to County:

Oconee County
Attn: County Clerk
PO Box 145
Watkinsville, GA 30677

If to Property Owner:

Epps Bridge Centre Property Company, LLC
c/o The Bishop Company, LLC
6445 Powers Ferry Road, Suite 120
Atlanta, Georgia 30339

Epps Bridge Centre, LLC
c/o The Bishop Company, LLC
6445 Powers Ferry Road, Suite 120
Atlanta, Georgia 30339

Epps Bridge Centre II, LLC c/o
The Bishop Company, LLC
6445 Powers Ferry Road, Suite 120
Atlanta, Georgia 30339

Epps Bridge Centre III, LLC
c/o The Bishop Company, LLC
6445 Powers Ferry Road, Suite 120
Atlanta, GA 30339

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or overnight delivery, and on deposit by the sending party if delivered by courier or U.S. mail.

14. **No Third-Party Beneficiary.** No provision of this License Agreement is intended to nor shall it in any way inure to the benefit of any shopping center tenant, customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this License Agreement.
15. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
16. **Governing Law and Venue.** This License Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Georgia and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this License Agreement shall be in Oconee County, Georgia, or the United States Northern District of Georgia. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Georgia. The Parties agree to waive any defense of forum non conveniens. In the event legal action is instituted by either of the Parties to enforce the terms of this License Agreement or arising out of the execution of this License Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorney's fees actually incurred to be determined by the court in which the action is brought.
17. **General Laws.** The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
18. **No Waiver of Immunities.** In no event shall the language of this License Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
19. **Contract Documents.** This License Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Event Maps
B	Certificates of Insurance

In the event of a conflict between the terms of an exhibit and the terms of this License Agreement, the terms of this License Agreement controls.

20. **Entire Agreement.** This License Agreement represents the entire and integrated Agreement between Property Owners and County relative to the Event. All previous or contemporaneous

agreements, representations, promises and conditions, whether verbal or in writing, relating to the Event described herein are superseded. Time is of the essence of this License Agreement.

21. **Counterparts.** This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. Facsimile signatures and electronic signatures delivered in Portable Document Format (PDF) shall be deemed to be originals thereof for all purposes hereunder.
22. **Authority.** County and Property Owners hereby represent, warrant and covenant that each has the full right and authority to enter into this License Agreement and to consummate the transactions contemplated herein, and no other consents or approvals are required from any other party in connection with this License Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the day and year of the last signatory noted below.

Signed and acknowledged in the presence of: Property Owners:

Epps Bridge Centre Property Company, LLC
a Delaware limited liability company

By: Epps Bridge Centre Holding Company, LLC
a Missouri limited liability company, a Manager

By: Oconee 316 Associates, LLC
a Georgia limited liability company, its Manager

Jason Crawford
Witness

By: Frank M. Bishop
Frank M. Bishop, Manager

Epps Bridge Centre, LLC
a Missouri limited liability company

By: Oconee 316 Associates, LLC
a Georgia limited liability company, its Manager

Jason Crawford
Witness

By: Frank M. Bishop
Frank M. Bishop, Manager

Epps Bridge Centre II, LLC
a Missouri limited liability company

By: Oconee 316 Associates, LLC
a Georgia limited liability company, its Manager

Jason Crawford
Witness

By: Frank M. Bishop
Frank M. Bishop, Manager

Epps Bridge Centre III, LLC
a Missouri limited liability company

By: Oconee 316 Associates, LLC
a Georgia limited liability company, its Manager

Jason Crawford
Witness

By: Frank M. Bishop
Frank M. Bishop, Manager

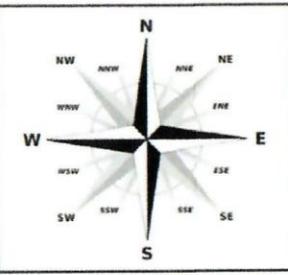
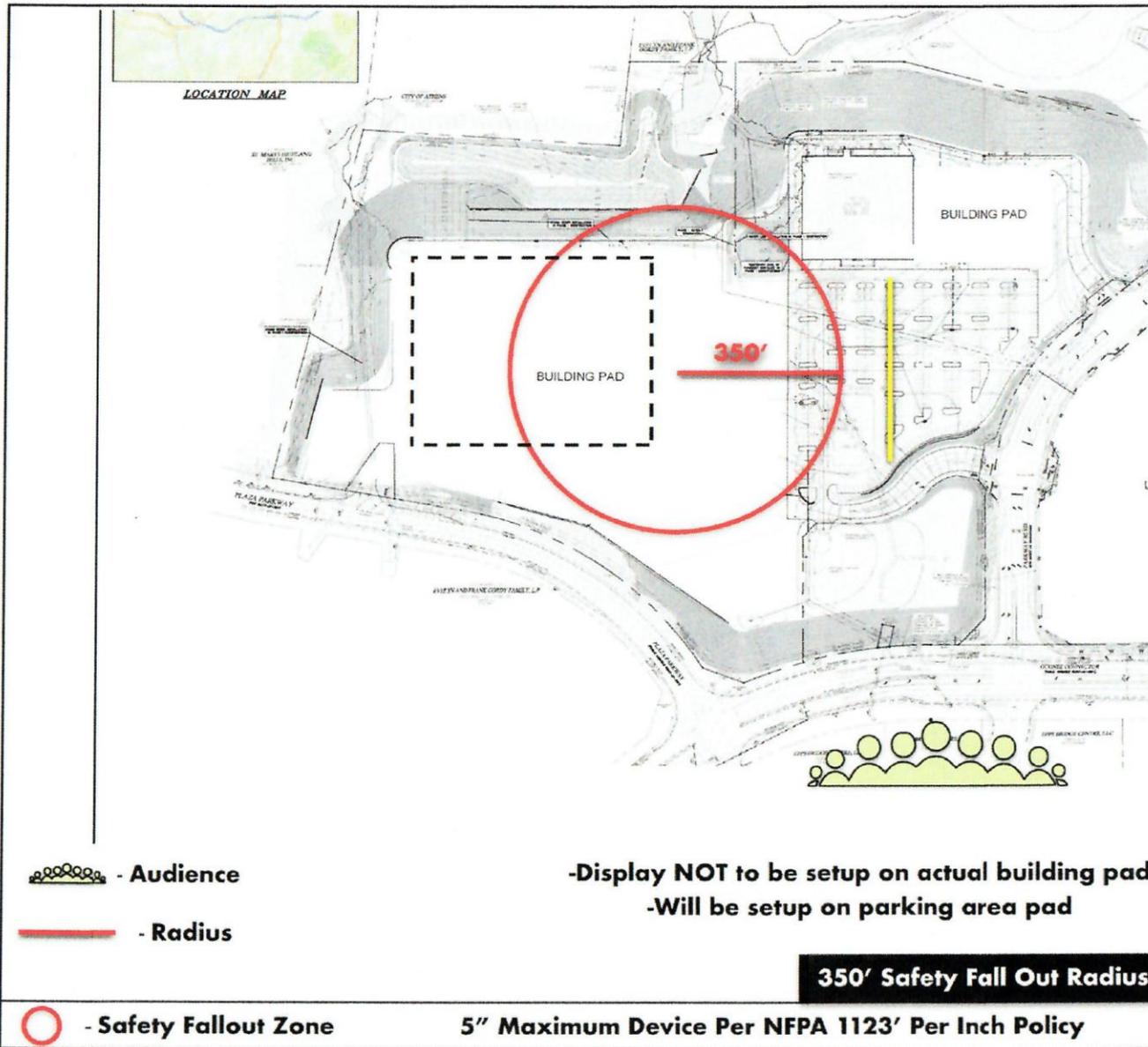
Signed and acknowledged in the presence of: County:

[Handwritten signature]
Witness

By: *[Handwritten signature]*
John Daniell, County Chairman



**EXHIBIT A (page 1 of 2)
FIREWORKS DISPLAY SITE**



Oconee County P&R
July 4 Fireworks

1791 Oconee Connector
Athens, GA 30606

Hobby Lobby Site

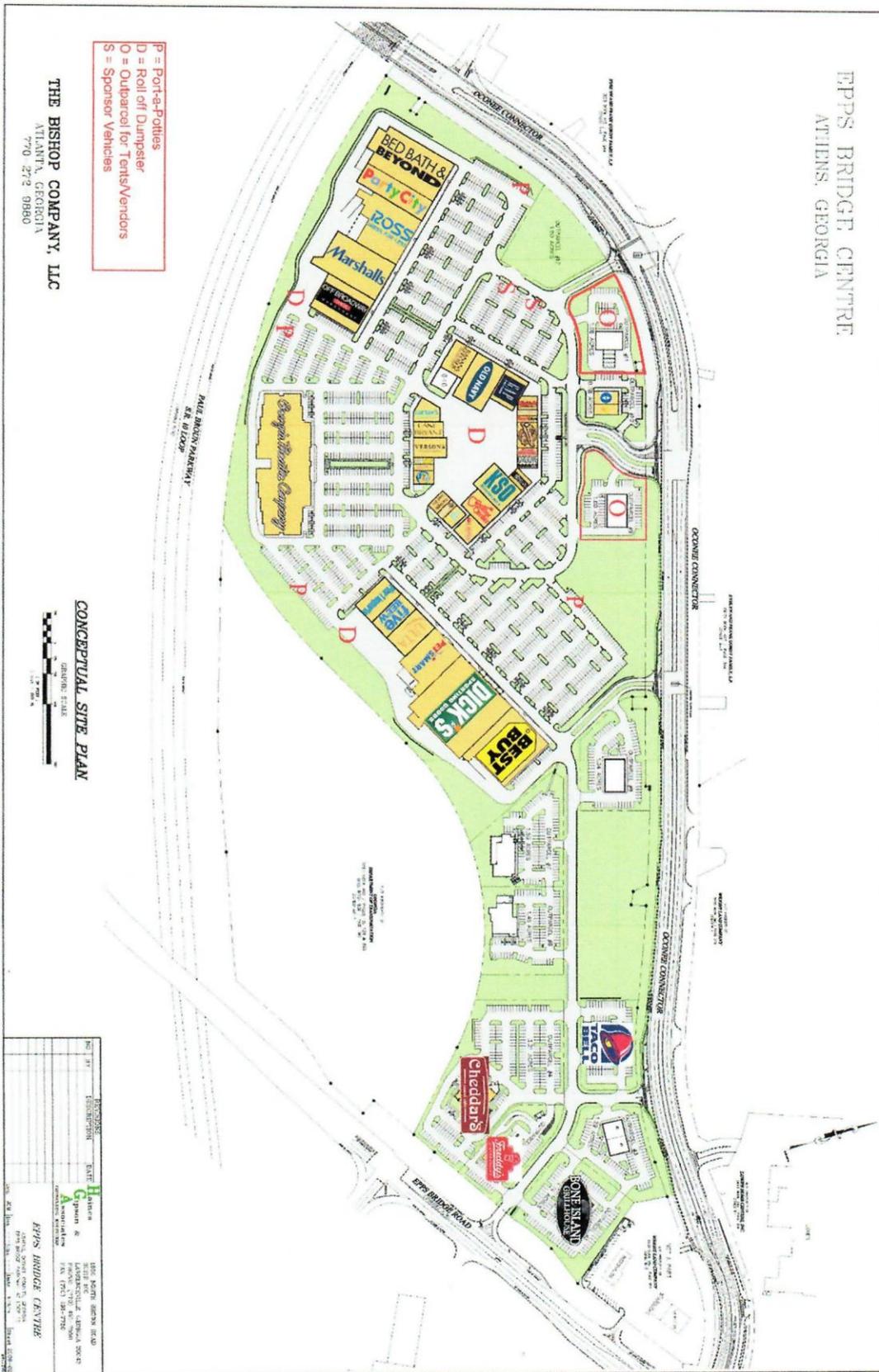
REVISED DATE: 4/6/18

DRAWN BY:
Justin Pruett

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.



**EXHIBIT A (page 2 of 2)
EVENT SITE**



**EXHIBIT B
CERTIFICATE OF INSURANCE**

Sample Certificate Attached

July 1, 2019 – July 1, 2020 Certificate of Insurance subject to final review and approval on or before July 2, 2019 or this Agreement becomes null and void.

A handwritten signature in blue ink, appearing to be 'JMB', is located in the lower-left quadrant of the page.



ACCG-Interlocal Risk Management Agency
Certificate of Insurance

Certificate# 4650 - 39
Issue Date: June 28, 2018

Coverage Agreement/Policy No.: 4650

Named Member: Oconee County
P.O. Box 145
Watkinsville GA 30677

ACCG IRMA Administrator:
Marsh USA Inc.
3560 Lenox Rd, Suite 2400
Atlanta, GA 30326
Phone (800) 295-8179 / (404) 995-3607
Fax (404) 760-5725
accg.admin@marsh.com

Coverage: 12:01 A.M. Standard Time at Member's mailing address from: July 1, 2018 to July 1, 2019

Property Coverages (Including Equipment Breakdown)

Real and Personal Property:
Automobile Physical Damage and Mobile Equipment:

LIMITS:
Per Schedule on File
DEDUCTIBLES:
\$10,000
\$10,000

Casualty Coverages

General Liability - Section II:
Law Enforcement Liability Section III:
Automobile Liability - Section IV:
Combined Single Limit (or Split Limits as Follows:
Bodily Injury Per Person/Bodily Injury Aggregate/
Property Damage)
Errors and Omission Liability - Section V:
Per Wrongful Act & Aggregate Limit

\$2,000,000
\$2,000,000
\$2,000,000
\$2,000,000/
\$4,000,000
\$10,000
\$10,000
\$10,000

Crime Coverages

Money and Securities
Within Premises - Section VI. A:
Outside Premises - Section VI. B:
Blanket Employee Dishonesty and Faithful Performance -
Section VI C:
Statutory Bond - Section VI. D: (No deductible applies)
Forgery and Alteration - Section VI. E:
Computer Theft and Funds Transfer Fraud - Section VI. F:
Money Orders and Counterfeit Currency - Section VI. G:

\$150,000
\$150,000
\$50,000
As Required
\$150,000
\$150,000
\$150,000

Excess Casualty Coverages - Section X

Excess General Liability Per Occurrence & Aggregate
Excess Law Enforcement Liability Per Occurrence & Aggregate

N/A
N/A

This document is issued as a matter of information only and confers no rights upon the document holder.
This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other
provisions afforded by the coverage referenced herein. Coverage is subject to all terms, conditions, and
internal limits as specified in the ACCG-IRMA Coverage Agreement. If multiple coverages are involved, the
highest deductible applies.

Remarks:

For 2018 Oconee Parks and Recreation Department's Oconee 4th of July Fireworks event at 1791, 1785, 1787, 1789, 1795, 1797,
2001, 2020, 2030, 2035, 2045, and 2050 Oconee Connector, Athens, GA 30606; 5550, 5770 and 6000 Parkway Blvd.
Athens, GA 30606.

CANCELLATION: SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH ITS PROVISIONS.

Certificate Holder:

Epps Bridge Centre, LLC
Epps Bridge Centre Property Company, LLC
Epps Bridge Centre II, LLC and Epps Bridge Centre III, LLC

Handwritten signature

Signature of Authorized Representative for ACCG-IRMA